

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

CITIMORTGAGE, INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 4:09 CV 1909 DDN
	)	
JUST MORTGAGE, INC.,	)	
	)	
Defendant.	)	

**MEMORANDUM AND ORDER**

This action is before the court upon the motions of defendant Just Mortgage, Inc. (Docs. 156, 176, 200) for judicial notice. In its motions, Just Mortgage seeks to have the court take judicial notice of the following two items:

- (a) testimony given on April 7, 2010, by Richard Bowen, Former Senior Vice President and Business Chief Underwriter of CitiMortgage, Inc., before the Congressional Financial Crisis Inquiry Commission. Bowen's testimony concerned the frequency of foreclosures across the nation and CitiMortgage's knowledge of defective loans.
- (b) information contained in the Stipulation and Order of Settlement and Dismissal in United States ex rel. Sherry A. Hunt v. Citigroup, Inc., et al.,<sup>1</sup> concerning CitiMortgage's national loan practices and related matters.

Federal Rule of Evidence 201, which governs judicial notice of adjudicative facts, states that the court may judicially notice a fact that is not subject to reasonable dispute because it can be accurately and readily determined from sources whose accuracy cannot reasonably be questioned. Fed. R. Evid. 201(b)(2). But, "[c]ourts are not required to take judicial notice of irrelevant materials." Hargis v. Access Capital Funding, LLC, 674 F.3d 783, 793 (8th Cir. 2012).

As discussed in the court's March 29, 2012 Memorandum and Order, the information of which Just Mortgage requests judicial notice is not

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<sup>1</sup>11 CV 5473 (VM), Doc. 13 (S.D.N.Y. Feb. 15, 2012).

relevant to the claims or defenses presently before the court in this action. See Doc. 187 at 25 ("CitiMortgage's knowledge concerning market conditions and the efficacy of its guidelines does not implicate whether it exercised its discretion to demand cure or repurchase of the Group 1 Loans in good faith."); see also id. at 5 n.3 ("To the extent Myers opines regarding the national economy and national mortgage practices, his opinion is not relevant to this breach of contract action and is thus excluded.").

Therefore,

**IT IS HEREBY ORDERED** that the motions of defendant Just Mortgage, Inc. for judicial notice (Docs. 156, 176, 200) are denied.

/S/ David D. Noce  
**UNITED STATES MAGISTRATE JUDGE**

Signed on May 11, 2012.